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 19 Technology Corp., Suzhou Synta Optical Technology Co.,  
 20 Ltd., Synta Canada Int'l Enterprises Ltd., SW Technology  
 21 Corp., Olivon Manufacturing Co. Ltd., Olivon USA, LLC,  
 22 Nantong Schmidt Optoelectrical Technology Co. Ltd.,  
 23 Pacific Telescope Corp., Corey Lee, David Shen, Sylvia  
 24 Shen, Jack Chen, Jean Shen, Joseph Lupica, Dave Anderson,  
 25 Laurence Huen

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

18 IN RE TELESCOPES ANTITRUST LITIGATION  
 19 THIS DOCUMENT RELATES TO:

20 AURORA ASTRO PRODUCTS, LLC, PIONEER  
 21 CYCLING & FITNESS, LLP; and those similarly  
 22 situated,

23 Plaintiffs,  
 24 vs.

25 CELESTRON ACQUISITION, LLC, SUZHOU  
 26 SYNTA OPTICAL TECHNOLOGY CO., LTD.,  
 27 SYNTA CANADA INT'L ENTERPRISES LTD.,  
 28 SW TECHNOLOGY CORP., OLIVON  
 29 MANUFACTURING CO. LTD., OLIVON USA,  
 30 LLC, NANTONG SCHMIDT OPTOELECTRICAL  
 31 TECHNOLOGY CO. LTD., NINGBO SUNNY  
 32 ELECTRONIC CO., LTD., PACIFIC TELESCOPE  
 33 CORP., COREY LEE, DAVID SHEN, SYLVIA  
 34 SHEN, JACK CHEN, JEAN SHEN, JOSEPH  
 35 LUPICA, DAVE ANDERSON, LAURENCE  
 36 HUEN, and DOES 1-50,

37 Defendants.

38 Case No. 5:20-cv-03642-EJD

39 *Assigned for All Purposes to:*  
 40 *Hon. Edward J. Davila*

41 **SEPARATE STATEMENT OF  
 42 UNDISPUTED FACTS IN SUPPORT OF  
 43 MOTION BY DEFENDANT SYNTA  
 44 CANADA INT'L ENTERPRISES LTD.  
 45 FOR SUMMARY JUDGMENT, OR IN  
 46 THE ALTERNATIVE, PARTIAL  
 47 SUMMARY JUDGMENT**

48 *[Filed concurrently with Notice of Motion and  
 49 Motion for Summary Adjudication, Declaration  
 50 of Lawrence J. H. Liu and Sylvia Shen]*

51 Hearing

52 Date: TBD  
 53 Time: TBD  
 54 Crtrm.: 4 (5th Floor)

55 Compl. Filed: June 1, 2020  
 56 Trial Setting Conference: May 8, 2025

**SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS**

Claim or Defense	Moving Party's Undisputed Facts/	Opposing Party's Response/
Background Facts Common to All Claims	Supporting Evidence	Supporting Evidence
	<p><b>Fact 1:</b> Synta Canada was founded by Defendant David Shen, Sylvia Shen, and Jack Chen in December 1996 after Sylvia Shen and her husband, Jack Chen emigrated to Canada.</p> <p>Liu Decl. Ex. C [S. Shen 30(b)(6) 21:25–22:7]. Declaration of Sylvia Shen [S. Shen Decl. ¶¶ 2, 3].</p>	
	<p><b>Fact 2:</b> One of the first projects it invested in was Suzhou Synta in 1998.</p> <p>S. Shen Decl. ¶ 3.</p>	
	<p><b>Fact 3:</b> Initially, David Shen owned 50%, Sylvia Shen owned 30%, and Jack Chen owned 20% of Synta Canada, until the Shen Family Trust and the Chen Family Trust took ownership shares in October 2016.</p> <p>S. Shen Decl. ¶ 4.</p>	
	<p><b>Fact 4:</b> As an investment holding company over the years, Synta Canada invested in Suzhou Synta, SW Technology (2005), and Nantong Schmidt (2011).</p> <p>S. Shen Decl., ¶ 5; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:7–17].</p>	
	<p><b>Fact 5:</b> In or around the mid-2010s, Synta Canada engaged in some limited research and development (R&amp;D) with the goal of developing electronic software for telescopes.</p> <p>S. Shen Decl., ¶ 7.</p>	
	<p><b>Fact 6:</b> Synta Canada ultimately only produced a limited amount of software, which it sold to Nantong Schmidt.</p> <p>S. Shen Decl., ¶ 7.</p>	

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Supporting Evidence	Supporting Evidence	Supporting Evidence
	<p><b>Fact 7:</b> Synta Canada never manufactured or distributed telescopes or telescope accessories. Aside from briefly doing research and development work, it has primarily functioned as a passive holding company.</p> <p>S. Shen Decl., ¶ 6.</p>	
	<p><b>Fact 8:</b> SW Technology, a Delaware-incorporated holding company for specific purpose of acquiring Celestron, was formed in 2005 with Synta Taiwan as the majority investor and Synta Canada as the minority 15% owner, which later increased to 24% owner in 2019.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I 63:15–64:11]; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 42:4–19].</p>	
	<p><b>Fact 9:</b> Celestron is SW Technology's wholly owned subsidiary.</p> <p>Liu Decl. Ex. E [Huen Dep. I, 56:9–11]; S. Shen Decl. ¶ 16.</p>	
	<p><b>Fact 10:</b> As Synta Canada's subsidiary, SW Technology never directly engaged in the manufacturing, sale, or purchase of telescopes.</p> <p>Shen Decl. ¶ 23.</p>	
	<p><b>Fact 11:</b> Neither SW Technology nor its shareholders committee ("ExCom") exercised any control in the day-to-day business operations of Celestron.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I, at 69:8–10, 73:13–15, 76:19–77:4]; S. Shen Decl. ¶ 24</p>	
	<p><b>Fact 12:</b> By 2011, now purely a holding company, Synta Canada owned 24% of SW Technology, 20% of Suzhou Synta, and 20% of Nantong Schmidt, the successor to Suzhou Synta.</p> <p>Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:22–25, 37:1–10].</p>	

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	<p><b>Fact 13:</b> For a brief period in the mid-2010s, Synta Canada engaged in research and development for electronic software for telescopes.</p> <p>Liu Decl. Ex. B [S. Shen Dep. II, 118:21–25, 119:1–4]; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 25:23–26:6]; S. Shen Decl., ¶ 7.</p>	
	<p><b>Fact 14:</b> For Synta Canada's research and development project, Synta Canada hired its first and only three long-term employees in 2011.</p> <p>Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 23:25–24:24].</p>	
	<p><b>Fact 15:</b> The outcome of this research and development endeavor was only a limited amount of software, which was sold to Nantong Schmidt.</p> <p>Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 26:15–25, 27:1–12]; S. Shen Decl., ¶ 7.</p>	
	<p><b>Fact 16:</b> The company only retained these employees until about 2018 and since then has remained employee-less.</p> <p>Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 24:11–16].</p>	
	<p><b>Fact 17:</b> In 2013, Ningbo Sunny acquired Meade Instruments (“Meade”).</p> <p>Liu Decl. Ex. F [P. Roth Dep. I at 29:4–6]; S. Shen Decl. ¶ 28.</p>	
	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	
	<p><b>Fact 19:</b> In September 2016, during the beginning of the <i>Orion</i> litigation (N.D. Cal. Case No. 5:16-cv-06370-EJD), Celestron, SW Technology, and other named Defendants in this case entered into a Settlement Agreement with Orion.</p>	

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	S. Shen Decl. ¶ 26, Ex. A; RJN, Ex. 1.	
	<p><b>Fact 20:</b> Under section 6.a. of the Settlement Agreement, Orion agreed to generally “release and forever discharge each of Defendants and each’s respective shareholders, directors, officers, … from all Claims … , known and unknown.”</p>	
	S. Shen Decl., Ex. A; RJN, Ex. 1.	
	<p><b>Fact 21:</b> Under sections 1 through 3 of the Settlement Agreement, in exchange for the general release, Celestron and “Synta Parties” paid Orion \$500,000 and provided Orion a favorable supply agreement, and website domain URLs that included “Telescopes.com” (the “Hayneedle Assets”).</p>	
	S. Shen Decl., Ex. A; RJN, Ex. 1.	
	<p><b>Fact 22:</b> SW Technology performed all its required obligations under the Settlement Agreement and therefore SW Technology and its shareholders, which includes Synta Canada, are thus released from all claims by Orion.</p>	
	S. Shen Decl. ¶¶ 26, 27, Ex. A; RJN, Ex. 1.	
<b>Claim 1</b> <b>Sherman Act, § 1; Cartwright Act – Conspiracy to Fix Prices</b>		
As a Passive Holding Company, Synta Canada Did Not Engage in Price-Fixing	<p><b>Fact 4:</b> As an investment holding company over the years, Synta Canada invested in Suzhou Synta, SW Technology (2005), and Nantong Schmidt (2011).</p>	
	S. Shen Decl., ¶ 5; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:7–17].	
	<p><b>Fact 5:</b> In or around the mid-2010s, Synta Canada engaged in some limited research and development (R&amp;D) with the goal of developing electronic software for telescopes.</p>	
	S. Shen Decl., ¶ 7.	

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	<p><b>Fact 6:</b> It ultimately only produced a limited amount of software, which it sold to Nantong Schmidt.</p> <p>S. Shen Decl., ¶ 7.</p>	
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	<p><b>Fact 12:</b> By 2011, now purely a holding company, Synta Canada owned 24% of SW Technology, 20% of Suzhou Synta, and 20% of Nantong Schmidt, the successor to Suzhou Synta.</p>	

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	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	
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	<p>Technology, and other named Defendants in this case entered into a Settlement Agreement with Orion.</p> <p>S. Shen Decl. ¶ 26, Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 20:</b> Under section 6.a. of the Settlement Agreement, Orion agreed to generally “release and forever discharge each of Defendants and each’s respective shareholders, directors, officers, … from all Claims … , known and unknown.”</p> <p>S. Shen Decl., Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 21:</b> Under sections 1 through 3 of the Settlement Agreement, in exchange for the general release, Celestron and “Synta Parties” paid Orion \$500,000 and provided Orion a favorable supply agreement, and website domain URLs that included “Telescopes.com” (the “Hayneedle Assets”).</p> <p>S. Shen Decl. ¶¶ 40–42, Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 22:</b> SW Technology performed all its required obligations under the Settlement Agreement and therefore SW Technology and its shareholders, which includes Synta Canada, are thus released from all claims by Orion.</p> <p>S. Shen Decl. ¶¶ 40–42, Ex. A; RJN, Ex. 1.</p>	
<p>As a Passive Holding Company, Synta Canada Had No Market Power to Divide or Monopolize the Market</p>	<p><b>Fact 4:</b> As an investment holding company over the years, Synta Canada invested in Suzhou Synta, SW Technology (2005), and Nantong Schmidt (2011).</p> <p>S. Shen Decl., ¶ 5; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:7–17].</p>	
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	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	
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	<p>Technology, and other named Defendants in this case entered into a Settlement Agreement with Orion.</p> <p>S. Shen Decl. ¶ 26, Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 20:</b> Under section 6.a. of the Settlement Agreement, Orion agreed to generally “release and forever discharge each of Defendants and each’s respective shareholders, directors, officers, … from all Claims … , known and unknown.”</p> <p>S. Shen Decl., Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 21:</b> Under sections 1 through 3 of the Settlement Agreement, in exchange for the general release, Celestron and “Synta Parties” paid Orion \$500,000 and provided Orion a favorable supply agreement, and website domain URLs that included “Telescopes.com” (the “Hayneedle Assets”).</p> <p>S. Shen Decl. ¶¶ 40–42, Ex. A; RJN, Ex. 1.</p>	
	<p><b>Fact 22:</b> SW Technology performed all its required obligations under the Settlement Agreement and therefore SW Technology and its shareholders, which includes Synta Canada, are thus released from all claims by Orion.</p> <p>S. Shen Decl. ¶¶ 40–42, Ex. A; RJN, Ex. 1.</p>	
Synta Canada Had No Role in the 2013 Meade Acquisition	<p><b>Fact 17:</b> In 2013, Ningbo Sunny acquired Meade Instruments (“Meade”).</p> <p>Liu Decl. Ex. F [P. Roth Dep. I at 29:4–6]; S. Shen Decl. ¶ 28.</p>	
	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	

Claim or Defense	Moving Party's Undisputed Facts/ Supporting Evidence	Opposing Party's Response/ Supporting Evidence
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>Synta Canada Did Not Unlawfully Use or Share any Non-Public Information</p> <p><b>Fact 10:</b> As Synta Taiwan's subsidiary, SW Technology never directly engaged in the manufacturing, sale, or purchase of telescopes.</p> <p>Shen Decl. ¶ 23.</p>	
	<p><b>Fact 11:</b> Neither SW Technology nor ExCom exercised any control in the day-to-day business operations of Celestron.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I, at 69:8-10, 73:13-15, 76:19-77:4]; S. Shen Decl. ¶ 24</p>	
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	<p><b>Fact 20:</b> Under section 6.a. of the Settlement Agreement, Orion agreed to generally "release and forever discharge each of Defendants and each's respective shareholders, directors, officers, ... from all Claims ... , known and unknown."</p> <p>S. Shen Decl., Ex. A; RJD, Ex. 1.</p>	
	<p><b>Fact 21:</b> Under sections 1 through 3 of the Settlement Agreement, in exchange for the general release, Celestron and "Synta Parties"</p>	

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	<p>paid Orion \$500,000 and provided Orion a favorable supply agreement, and website domain URLs that included “Telescopes.com” (the “Hayneedle Assets”).</p> <p>S. Shen Decl. ¶¶ 40–42, Ex. A; RJN, Ex. 1.</p>	
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Synta Canada's Business Purpose Was Legitimate and Pro-Competitive	<p><b>Fact 1:</b> Synta Canada was founded by Defendant David Shen, Sylvia Shen, and Jack Chen in December 1996 after Sylvia Shen and her husband, Jack Chen emigrated to Canada.</p> <p>Liu Decl. Ex. C [S. Shen 30(b)(6) 21:25–22:77]. Declaration of Sylvia Shen [S. Shen Decl. ¶¶ 2, 3].</p>	
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	<p>developing electronic software for telescopes.</p> <p>S. Shen Decl., ¶ 7.</p>	
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<p><b>Claim 2</b></p> <p><b>Sherman Act, § 1; Cartwright Act – Conspiracy to Allocate/Divide the Market</b></p>		
<p>Synta Canada Had No Market Power</p>		
	<p><b>Fact 4:</b> As an investment holding company over the years, Synta Canada invested in Suzhou Synta, SW Technology (2005), and Nantong Schmidt (2011).</p> <p>S. Shen Decl., ¶ 5; Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:7–17].</p>	
	<p><b>Fact 5:</b> In or around the mid-2010s, Synta Canada engaged in some limited research and development (R&amp;D) with the goal of developing electronic software for telescopes.</p> <p>S. Shen Decl., ¶ 7.</p>	
	<p><b>Fact 6:</b> It ultimately only produced a limited amount of software, which it sold to Nantong Schmidt.</p> <p>S. Shen Decl., ¶ 7.</p>	
	<p><b>Fact 7:</b> Synta Canada never manufactured or distributed telescopes or telescope accessories. Aside from briefly doing research and development work, it has primarily functioned as a passive holding company.</p> <p>S. Shen Decl., ¶ 6.</p>	
	<p><b>Fact 8:</b> SW Technology, a Delaware-incorporated holding company for specific purpose of acquiring Celestron, was formed in 2005 with Synta Taiwan as the majority investor and Synta Canada as the minority 15% owner, which later increased to 24% owner in 2019.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I 63:15–64:11]; Liu Decl. Ex. C [S. Shen Dep.</p>	

Claim or Defense	Moving Party's Undisputed Facts/ Supporting Evidence	Opposing Party's Response/ Supporting Evidence
	30(b)(6) 42:4–19].	
	<p><b>Fact 9:</b> Celestron is SW Technology's wholly owned subsidiary.</p> <p>Liu Decl. Ex. E [Huen Dep. I, 56:9–11]; S. Shen Decl. ¶ 16.</p>	
	<p><b>Fact 10:</b> As Synta Taiwan's subsidiary, SW Technology never directly engaged in the manufacturing, sale, or purchase of telescopes.</p> <p>Shen Decl. ¶ 23.</p>	
	<p><b>Fact 11:</b> Neither SW Technology nor ExCom exercised any control in the day-to-day business operations of Celestron.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I, at 69:8–10, 73:13–15, 76:19–77:4]; S. Shen Decl. ¶ 24</p>	
Synta Canada Did Not Attempt to Allocate or Divide the Market	<p><b>Fact 17:</b> In 2013, Ningbo Sunny acquired Meade Instruments (“Meade”).</p> <p>Liu Decl. Ex. F [P. Roth Dep. I at 29:4–6]; S. Shen Decl. ¶ 28.</p>	
	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	
<b>Claim 3:</b>		
	<b>Sherman Act, § 2; Clayton Act, § 7 – Monopolization, Attempted Monopolization, Conspiracy to Monopolize (2013 to present)</b>	
Synta Canada Had No Market Power to Divide or Monopolize the Market	<p><b>Fact 4:</b> Early on, in 1998, Synta Canada invested in Suzhou Synta; meanwhile, the company also sought to import and export goods between Canada and Taiwan.</p> <p>Liu Decl., Ex. A [S. Shen Dep. I 90:2–5]; S. Shen Decl., ¶ 3.</p>	
	<p><b>Fact 5:</b> Synta Canada began as and remained a small project for some time. It generated very little income—so little income, in fact,</p>	

Claim or Defense	Moving Party's Undisputed Facts/ Supporting Evidence	Opposing Party's Response/ Supporting Evidence
	<p>that David did not receive any income from Synta Canada.</p> <p>Liu Decl. Ex. A, [S. Shen Dep. I 92:20–25]; Liu Decl. Ex. D [D. Shen Dep. II 26:5–10].</p>	
	<p><b>Fact 7:</b> Having had little success in its first decade, Synta Canada shifted its focus to solely investment.</p> <p>Liu Decl. Ex. A [S. Shen Dep. I 92:20–25].</p>	
	<p><b>Fact 8:</b> In around 2005, Synta Canada allocated its resources towards its investments in SW Technology—and on 2011, Nantong Schmidt.</p> <p>Liu Decl. Ex. C [S. Shen Dep. 30(b)(6) 36:7–17].</p>	
	<p><b>Fact 9:</b> SW Technology, a Delaware-incorporated holding company for specific purpose of acquiring Celestron, was formed in 2005 with Synta Taiwan as the majority investor and Synta Canada as the minority 15% owner, which later increased to 24% owner in 2019.</p> <p>Liu Decl. Ex. A, C (S. Shen Dep. 63–64:15–11; S. Shen Dep. 30(b)(6) 42:4–19).</p>	
	<p><b>Fact 25:</b> Synta Canada did not manufacture or distribute telescopes for sale in the U.S. during the class period.</p> <p>D. Shen Decl. Ex. C [S. Shen Dep. III] 23:8–10, 23:20–23.)</p>	
Synta Canada Had No Role in the 2013 Meade Acquisition	<p><b>Fact 17:</b> In 2013, Ningbo Sunny acquired Meade Instruments (“Meade”).</p> <p>Liu Decl. Ex. F [P. Roth Dep. I at 29:4–6]; S. Shen Decl. ¶ 28.</p>	
	<p><b>Fact 18:</b> Synta Canada had no role in the Meade Acquisition. It did not direct, authorize, or facilitate any part of the Meade Acquisition.</p> <p>Shen Decl. ¶ 29; Liu Decl. Ex. A [S. Shen Dep. I 21:2–7]</p>	

1 Claim or Defense	2 Moving Party's Undisputed Facts/ 3 Supporting Evidence	4 Opposing Party's Response/ 5 Supporting Evidence
<b>Claim 4:</b> <b>Unfair Competition Law (Bus. &amp; Prof. Code, § 17200) – Unlawful, unfair, or fraudulent business practices</b>		
There is no evidence that Synta Canada engaged in any unlawful, unfair, or fraudulent business practices	Defendants incorporate by reference Facts 1-22 as though fully set forth herein.	

9 DATED: March 7, 2025

FROST LLP


10  
11 By:

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 13 JOHN D. MAATTA  
 14 JOSHUA S. STAMBAUGH  
 15 LAWRENCE J.H. LIU

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 19 Ltd., SW Technology Corp., Olivon Manufacturing  
 20 Co. Ltd., Olivon USA, LLC, Nantong Schmidt  
 21 Optoelectrical Technology Co. Ltd., Pacific Telescope  
 22 Corp., Corey Lee, David Shen, Sylvia Shen, Jack Chen,  
 23 Jean Shen, Joseph Lupica, Dave Anderson, Laurence  
 24 Huen

1 **ATTESTATION**

2 I attest that the evidence cited herein fairly and accurately supports or disputes the facts as  
3 asserted.

4 DATED: March 7, 2025

FROST LLP

5 By:   
6

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16 Optoelectrical Technology Co. Ltd., Pacific Telescope  
17 Corp., Corey Lee, David Shen, Sylvia Shen, Jack Chen,  
18 Jean Shen, Joseph Lupica, Dave Anderson, Laurence  
19 Huen